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10 Attorneys for Defendant  
11 COSTCO WHOLESALE CORPORATION

8 UNITED STATES DISTRICT COURT  
9

10 DISTRICT OF NEVADA  
11

TONJA FRANCES BROWN, an individual; Case No.: 3:22-cv-00208-ART-CLB

12 Plaintiff,

13 vs.

14 **STIPULATED PROTECTIVE  
15 ORDER**

16 COSTCO WHOLESALE CORPORATION,  
17 dba COSTCO WHOLESALE, a foreign  
18 corporation; DOE INDIVIDUALS I through X;  
19 and ROE ENTITIES I through X,

20 Defendants.  
21 \_\_\_\_\_ /  
22

23 IT IS HEREBY STIPULATED AND AGREED by Plaintiff TONJA FRANCES  
24 BROWN ("Plaintiff"), by and through her attorney of record, NICOLE C. BOLICK, ESQ.  
25 and JAMES A. TRUMMELL, ESQ of, VALIENTE MOTT, LTD, and Defendants COSTCO  
26 WHOLESALE CORPORATION, by and through their attorneys of record MICHAEL E.  
27 SULLIVAN, ESQ. AND HANNAH E. WINSTON, ESQ. of ROBISON, SHARP, SULLIVAN  
28 & BRUST, that a Protective Order be entered by this Court as follows: Discovery in this  
action will require the Parties to provide documents that contain information that is  
confidential, proprietary, and/or sensitive. Disclosure of this information could result in  
harm to the disclosing Party. Although this information must be disclosed, the disclosing  
Party is entitled to the protections described below.

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Robison, Sharp,  
Sullivan & Brust  
71 Washington St.  
Reno, NV 89503  
(775) 329-3151

1       1. In addition, Plaintiff and the Defendant may seek other Confidential  
 2 Material. This Protective Order shall apply to all documents, materials, and information  
 3 that is sought by a party either from other parties to this litigation or from any third party  
 4 with possession or custody of Confidential Material during discovery, including documents  
 5 produced, answers to interrogatories, responses to requests for admission, deposition  
 6 testimony, and other information disclosed pursuant to the disclosure or discovery duties  
 7 created by the Federal Rules of Civil Procedure. The Parties assert the disclosure of  
 8 Confidential Material outside the scope of this litigation could result in significant injury to  
 9 one or more of the Parties' business or privacy interests and could result in significant  
 10 injury to a third party's privacy interests, as well as significantly erode the attorney-client  
 11 privilege. The Parties have entered into this Stipulation and request the Court enter this  
 12 Protective Order for the purpose of preventing the disclosure and use of Confidential  
 13 Material except as set forth herein.

14       2. Only if the producing party has a good faith factual and legal basis for  
 15 asserting a privilege or exemption from public disclosure, the producing party may  
 16 designate as "confidential" the portion of a produced material it considers subject to its  
 17 claim of privilege or exemption in accordance with this Stipulated Protective order. As  
 18 used in this Protective Order, the term "confidential information" means electronically  
 19 stored data, photos, videos, employee records, investigative notes, manuals, business  
 20 records of COSTCO, procedures or operating manuals, which is proprietary as sensitive  
 21 business, commercial or other technical information, the uncontrolled release of which  
 22 would cause the producing party competitive harm. Plaintiffs' tax records, medical  
 23 records, documents, testimony, or other information for which protection from disclosure  
 24 has been identified, requested or designated by any subsequent order of the Court  
 25 relating to medical records, proprietary documentation, etc. This information does not  
 26 include information that has been disclosed in the public domain.

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28       ///

1           3. The term "disclosure" shall include the dissemination, communication,  
2 publication, or reproduction of any confidential material or the contents of the information  
3 contained therein, or the communication of any estimate or other information which  
4 facilitates the discovery of confidential information.

5           4. As used in this Protective Order, the term "qualified persons" means (i)  
6 counsel of record for the parties to the litigation, including office associated, paralegal,  
7 and stenographic and clerical employees to whom disclosure is reasonably necessary;  
8 (ii) experts retained for the purpose of this litigation to whom disclosure is reasonably  
9 necessary and who have signed the Confidentiality Agreement, a form of which is  
10 attached hereto as EXHIBIT "1", (iii) parties to this action who have signed the  
11 Confidentiality Agreement, a form of which is attached hereto as  
12 EXHIBIT "1", and (iv) court personnel, including stenographic reporters engaged in such  
13 proceedings as are necessarily incident to this litigation.

14           5. Confidential information shall be and remain confidential, and, except as  
15 allowed by this Protective Order, allowed by agreement of the parties, or determined by  
16 the Court not to be confidential, may not be disclosed or communicated, nor used for any  
17 purpose other than this litigation, including any appeals.

18           6. Any and all documents containing confidential information must be retained  
19 by counsel and not be disclosed or made available to any person other than a qualified  
20 person who has read and acknowledged the terms of this Protective Order. Similarly, the  
21 confidential information contained within those documents may not be disclosed to any  
22 person other than a qualified person. To the extent reasonably necessary, copies of  
23 confidential documents may be provided to experts retained for the purpose of this  
24 litigation to whom disclosure is reasonably necessary and who have signed the  
25 Confidentiality Agreement. Nothing in this Protective Order shall in any way affect the  
26 admissibility at trial of any of the documents produced under this Protective Order.

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1       7. Any person who is in possession of confidential information, or to whom  
2 confidential information is disclosed, is responsible for ensuring that such confidential  
3 information is not inadvertently disclosed by him or her. Failure to take all reasonable  
4 precautions to insure against such inadvertent disclosure will be viewed by the Court as  
5 willful disobedience of this Protective Order and will be punished accordingly.

6       8. Counsel receiving confidential information may not disclose that confidential  
7 information to any expert without first furnishing to that expert a copy of this Protective  
8 Order and obtaining from that expert an executed Confidentiality Agreement, a form of  
9 which is attached hereto as EXHIBIT "1". The original of any such executed  
10 Confidentiality Agreement must be retained in the office of counsel who retained the  
11 expert. Copies of any such executed Confidentiality Agreement must immediately be  
12 served upon counsel for all other parties.

13       9. Any person who executed a copy of the Confidentiality Agreement attached  
14 hereto submits to the jurisdiction of this Court for purposes of enforcement of this  
15 Protective Order, either prior to or following trial of this action. Jurisdiction of this action  
16 is to be retained by this Court after final determination for purposes of enabling any party  
17 or persons affected by this Protective Order to apply to the Court for such direction or  
18 further decree as may be appropriate for the construction or enforcement of this  
19 Protective Order or for such additional relief as may become appropriate.

20       10. Before being copied for production, documents containing confidential  
21 information must be marked "CONFIDENTIAL."

22       11. Objections to Designations:

23           a. If any Party believes that material otherwise designated as Confidential  
24 Material should not be classified as such, that Party shall, within 30 days  
25 of receiving the Confidential Material, state the objection by letter to  
26 counsel for the opposing Party, setting forth the reasons that the  
27 objecting Party believes the material should not be treated as  
28 Confidential and/or Privileged, as the case may be.

- 1                   b. The Producing Party shall respond, in writing, within ten (10) days,  
2                   setting forth the reason(s) that Party believes the material should be  
3                   treated as Confidential Material.  
4                   c. If the objection cannot be reasonably resolved by agreement of counsel,  
5                   the Producing Party may move the Court for an appropriate order  
6                   regarding such designation. The burden of proof regarding the  
7                   confidentiality of the materials shall remain with the Producing Party.  
8                   d. Until an objection to the designation of the materials has been resolved  
9                   by agreement of counsel or by order of the Court, the materials shall be  
10                  treated as Confidential and remains subject to this Protective Order.

11                 12. Unless otherwise permitted by statute, rule or prior Court order, papers filed  
12                 with the Court under seal shall be accompanied by a contemporaneous motion for leave  
13                 to file those documents under seal and shall be filed consistent with the Court's electronic  
14                 filing procedures. The party seeking to file a paper under seal bears the burden of  
15                 overcoming the presumption in favor of public access to papers filed in Court.

16                 13. Nothing in this Protective Order precludes the deposition examination of  
17                 any person regarding confidential information of which they have knowledge. All  
18                 transcripts of said deposition containing confidential information will be treated in  
19                 accordance with this Protective Order.

20                 14. Only qualified persons may attend deposition examination in this case.

21                 15. Any court reporter who transcribes testimony in this action at a deposition  
22                 shall agree, before transcribing any such testimony, that all testimony containing  
23                 confidential information is and shall remain confidential and shall not be disclosed except  
24                 as provided in this Protective Order and that copies of any transcript, reporter's notes, or  
25                 any other transcripts records of any such testimony will be retained in absolute  
26                 confidentiality and safekeeping by such shorthand reporter or delivered to attorneys of  
27                 record or filed with the Court.

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16. Nothing in this Protective Order requires a party to disclose confidential information that the party also contends is protected from disclosure based upon a privilege or for some reason other than the mere confidential nature of the document or information.

5       17. Upon the final determination of this action, counsel and all qualified persons  
6 shall return or destroy any copies of confidential information to the disclosing party, and  
7 provide written confirmation to opposing counsel, within ten (10) days that all documents  
8 marked as confidential have been destroyed. Portions of Transcripts containing  
9 confidential information also must be returned or destroyed to the disclosing party and  
10 written confirmation to opposing counsel shall be provided within ten (10) days confirming  
11 that confidential information has been destroyed. Confidential information stored  
12 electronically shall be redacted of all confidential information. If the entire electronic file is  
13 Confidential, the electronic file will be deleted or destroyed, and written confirmation to  
14 opposing counsel shall be provided within ten (10) days confirming that confidential  
15 information has been destroyed. All notes or any other memorialization of the information  
16 contained in the confidential material produced that are in the possession of counsel may  
17 be retained by counsel, but shall be placed in a sealed envelope or other container on  
18 the face of which shall be typed or printed:

**"CONFIDENTIAL"**

"The information contained herein is confidential and subject to a protective order issued by the United States District Court. Anyone not permitted to review this information as set forth in the protective order is in violation of that order and may have sanctions imposed against him or her as the Court may determine and allowable under law and may also be subject to contempt of court proceedings."

28 | //

1           18. Anyone found to be in violation of this Order may have sanctions imposed  
2 against him or her as the Court may determine and allowable under law and may also be  
3 subject to contempt of court proceedings.

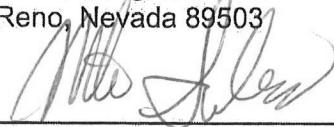
4           **RETENTION OF JURISDICTION**

5           19. ~~The Court shall retain jurisdiction over the parties to this Protective Order in  
6 order to enforce its provisions, including by injunction, the imposition of sanctions for  
7 breach, or otherwise.~~ The Court's jurisdiction over this protective order shall cease  
upon termination of this case.

8           **AFFIRMATION:** The undersigned does hereby affirm that this document does not  
9 contain the Social Security Number of any person.

10          DATED this 13<sup>rd</sup> day of July 2022.

11           ROBISON, SHARP, SULLIVAN & BRUST  
12           71 Washington Street  
13           Reno, Nevada 89503

14          By:   
15           MICHAEL E. SULLIVAN, ESQ.  
16           Attorney for Defendant Costco Wholesale  
Corporation

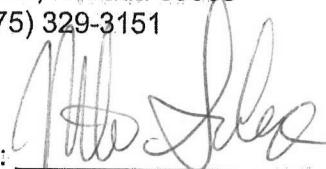
17          Michael Sullivan and Nicole Bolick by the signature of counsel below, expressly  
18 consent to such jurisdiction.

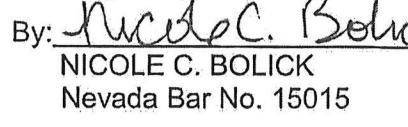
19          DATED: 7-13-22

20          DATED: 7-13-22

21           ROBISON, SHARP, SULLIVAN & BRUST  
22           71 Washington Street  
23           Reno, Nevada 89503  
24           (775) 329-3151

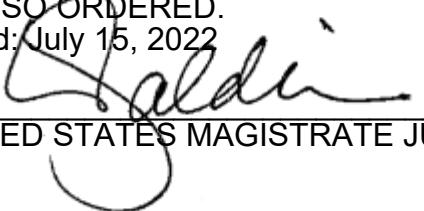
25           VALIENTE MOTT, LTD  
26           7785 W. Sahara Ave., Suite 102  
27           Las Vegas, NV 89117  
28           (702) 623-2323

29          By:   
30           MICHAEL E. SULLIVAN  
31           Nevada Bar No. 5142

32          By:   
33           NICOLE C. BOLICK  
34           Nevada Bar No. 15015

35          ///  
36          ///

37          IT IS SO ORDERED.  
38          Dated: July 15, 2022

39            
40          UNITED STATES MAGISTRATE JUDGE

## ORDER

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**U.S. MAGISTRATE JUDGE**

**EXHIBIT 1**

## **CONFIDENTIALITY AGREEMENT**

1. I hereby acknowledge that I am about to receive confidential information supplied by: Costco Wholesale Corporation.

2. I have read the Protective Order governing the restricted use of confidential information in this litigation, a copy of which has been provided to me. I agree to be bound by the terms thereof.

3. I will not use any documents marked with the legend "CONFIDENTIAL" or any information contained therein for any purpose other than litigation involving TONJA FRANCES BROWN and COSTCO WHOLESALE CORPORATION; and DOES 1-15, inclusive. I further affirm that I will not reveal any confidential information to, nor discuss it with, any other person except in accordance with the terms of the Protective Order.

4. At the termination of this litigation, I will return or destroy all documents containing confidential information as required by the Protective Order.

5. I submit to the jurisdiction of this Court for the purposes of enforcement of the Protective Order, either prior to or following trial of this action.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

---

**Signature**

Type or print name of individual

**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **STIPULATED PROTECTIVE ORDER** on all parties to this action by the method(s) indicated below:

\_\_\_\_\_ by placing true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

Nicole C. Bolick, Esq.  
VALIENTE MOTT, LTD.  
7785 W Sahara Avenue, Suite 102  
Las Vegas, NV 89117

XX by using the Court's CM/ECF Electronic Notification System addressed to:

Nicole C. Bolick, Esq.  
Timothy A. Mott, Esq.  
James A. Trummell, Esq.

\_\_\_\_\_ by email addressed to:

Nicole C. Bolick, Esq.  
Timothy A. Mott, Esq.  
James A. Trummell, Esq. [nicole@valientemott.com](mailto:nicole@valientemott.com)  
[tim@valientemott.com](mailto:tim@valientemott.com)  
[jim@valientemott.com](mailto:jim@valientemott.com)

by facsimile (fax) addressed to:

Nicole C. Bolick, Esq.  
Timothy A. Mott, Esq.  
James A. Trummell, Esq.

by Federal Express/UPS or other overnight delivery addressed to:

DATED this 14<sup>th</sup> day of July 2022

Blanca Rei  
Employee of Robison, Sharp, Sullivan & Brust